

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER



**Texans Feeding Texans:
Home-Delivered Meal Grant Program
2011 Grantee Information Packet**

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

February 1, 2011

Dear Home-Delivered Meal Grantee:

Congratulations on being awarded a Texans Feeding Texans: Home-Delivered Meal Grant!

During the 2011 grant cycle, the Texas Department of Agriculture (TDA) awarded grants to 143 organizations. Last year, these organizations served more than 4.6 million meals in 167 Texas counties that were not paid for by the Department of Aging and Disabilities. TDA is honored to partner with these meal providers in their important work of caring for Texans in need.

This guide is designed to assist grant recipients, new and old, on the entire grant process and the successful management of their grant funds. The guide explains the grant recipients' and TDA's roles and responsibilities, as well as, the processes and procedures needed to follow the Agreement's terms and conditions.

If you have any questions that are not answered in this packet, or need additional clarification, please feel free to contact us at anytime.

Sincerely,

External Relations Grants Team



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Contact Information

Mailing Address:

Texas Department of Agriculture
External Relations Division
Home-Delivered Meal Grant Program
P.O. Box 12847
Austin, Texas 78711

Physical Address:

Texas Department of Agriculture
External Relations Division
Home-Delivered Meal Grant Program
1700 North Congress Ave.
Austin, Texas 78701

Home-Delivered Meal Grant Program Contacts:

Karen Reichel
Grants Coordinator
512-936-2450
Karen.Reichel@TexasAgriculture.gov

Lindsay Dickens
Grants Specialist
512-463-6695
Lindsay.Dickens@TexasAgriculture.gov

Mindy Fryer
Grants Specialist
512-463-6908
Mindy.Fryer@TexasAgriculture.gov

Rick Sumner
Grants Specialist
512-463-2805
Rick.Sumner@TexasAgriculture.gov

Grants Fax: 888-223-9048

General Grant Process

Request for Applications (RFA)

The Texans Feeding Texans: Home-Delivered Meal Grant Program (HDM) is an annual grant program.

GENERAL TIMELINE	
June	Applications become available
September 1	TDA begins accepting applications
November 1	DEADLINE for application submission*
Nov – Dec	TDA review - Applicants are allowed to submit additional information**
December	Meal number confirmation
Dec – Jan	Agreement execution by Applicant and TDA
February 1	Grant awards

*Applications always have a postmark deadline of November 1st. This rule is in statute and no exceptions are allowed. Incomplete applications will be accepted if they meet the deadline. Late applications (both complete and incomplete) will not be considered eligible.

**TDA allows organizations a window of opportunity to make adjustments to their application in order to qualify for the grant. This includes providing information that may not have been available at the time of submission, like a signed county resolution.

Eligibility Criteria

To be eligible for HDM funds, an applying organization must meet the following criteria:

- ❖ Be a governmental agency or a 501(c)(3) non-profit private organization, that is a direct provider of home-delivered meals to the elderly or persons with disabilities in this state;
- ❖ If a non-profit private organization, have a volunteer board of directors;
- ❖ Have a system to prevent the duplication of services to the organization's clients;
- ❖ Agree to use funds received only to supplement and extend existing services related directly to home-delivered meal services; and
- ❖ Comply with HDM rules adopted by TDA (Appendix G).

General Grant Process Continued

Application (Appendix A)

The HDM application is very short and only requires a few supporting documents to be submitted. The following items are frequently filled out incorrectly on the three-page application:

- ❖ Federal ID Number – Must only be 9 digits long and must match number on IRS Documentation if a non-profit organization.
- ❖ Primary Program Contact – Contact at the organization or governmental agency who can answer day-to-day questions about the home-delivered meal program.
- ❖ Authorized Official – Contact at the organization that is authorized to sign legal documents on behalf of the organization. Usually an Executive Director or President of the Board for non-profits and a Judge for governmental agencies. (May be the same as Primary Program Contact)
- ❖ County Grant Amount – This number must match the amount stated on the County Resolution that accompanies the application.
- ❖ Total Number of Meals Served – Regardless of funding source, total the number of home-delivered meals your organization served to homebound persons during the previous State Fiscal Year (September – August) in the county for which you are applying. A client qualifies as homebound if they are 60 years of age or older and/or disabled.
- ❖ Signatures – If the applicant is a governmental agency, such as a city or county, only one signature is required on the application. Non-profits need 2 different signatures, one from the organization's authorized official and the other from the Chairman of the Board.

Resolution (Appendix B)

Accompanying the application packet is the County Resolution Form. To be eligible for a HDM grant, each applicant must receive a grant from the county(s) for which they are applying. To receive full funding from the HDM grant, each county must grant the applicant \$0.25 per senior based on the current census. If there is more than one organization applying in a county, the grant amount the county needs to give to each organization does not have to total \$0.25 per senior for each organization. In these cases, the county may want to figure out what \$0.25 per senior equals for their county, then divide it between the applying organizations as they choose.

Example – Harris County has to give nearly \$90,000 to fully qualify applying organizations. Harris County has 8 qualified applicants applying for a HDM grant. Harris County does not have to give \$90K to each organization. The county may divide \$90K equally among the 8 organizations or determine another distribution method. However, this may cause problems if not all applicants are approved for a grant. If a county divides their grant between multiple organizations and one of the organizations does not qualify or decides not to apply, it may negatively impact the other organization(s) that did apply.

General Grant Process Continued

Resolution Continued

The following are items frequently incorrect on the Resolution Form:

- ❖ Changes to the Resolution Form are not allowed.
- ❖ Organization name on Resolution must match either the Legal Business Name or DBA Name on the application.
- ❖ The County grant needs to be paid to the applying organization, not to the TDA.
- ❖ The Resolution date range must fall within the grant year (most are from October 1 – September 30). If you've received a grant from the county for previous HDM applications, the date range cannot overlap the previous Resolution's date range.
- ❖ SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent. This Section must stay in the Resolution.
- ❖ TDA will verify that County grants were paid to each organization in the amount specified on the organization's Resolution, so please keep a separate record of this deposit for TDA's records.

Other Required Backup Documentation

- ❖ Non-Profits Only
 - Must submit a copy of Organization's IRS Determination Letter. Letters from the Secretary of State or Comptroller's Office are not eligible. The name and number on the IRS Determination Letter must match what is stated on the application.
 - List of Board of Directors
- ❖ Non-Profits & Governmental Agencies
 - Most recent financial statement or audited report (IRS Form 990 not accepted).
 - Balance Sheet and Profit and Loss Statement from the previous 12 month period
 - or-
 - Audited Financial Statement (For a 12 month period)

Application Review Process

Once an application is entered into TDA's HDM database, the primary program contact receives an email notification that the application has been received and notes the TDA grant number for future reference. This number, HDM-XX-XXX, should be used on all future correspondence. All applications are in Pending status after they are initially entered into the database.

If an application is completed correctly and includes all necessary backup documentation, a Grants Specialist changes the status from Pending to Pre-Approved.

If an application is completed incorrectly, or missing necessary backup documents, a Grants Specialist contacts the primary program contact for additional information. Applicants have a few weeks to fix all incorrect or missing information. Once all information is received, the Grants Specialist changes the status to Pre-Approved.

General Grant Process Continued

Application Review Process Continued

All Pre-Approved applications move to the Grants Coordinator for final approval. The Grants Coordinator reviews all Pre-Approved applications and changes them into Approved status or leaves them in Pre-Approved status and requests additional information.

Eligible Meal Number Determination

The Texans Feeding Texans: Home-Delivered Meal Grant Program award is based on the number of eligible meals served by each applicant. Eligible meals are calculated by subtracting the meals funded by the Texas Department of Aging and Disabilities (DADS) and/or Area Agency on Aging (AAA) from the total number of meals delivered by an organization in the county which the organization is applying for funds during the previous State Fiscal Year. In other words, the number of meals provided in the applications less the number provided by DADS/AAA.

TDA works closely with DADS and AAA during this process of the grant program. During the first few weeks in December, TDA sends all Approved applicants a Meal Number Verification Email (Appendix C). This email clearly details how TDA calculates the applicant's eligible number of meals. If an applicant has any discrepancies with the number of eligible meals, there is a window of opportunity to work with their local DADS and AAA representatives to resolve the issue. TDA cannot make any changes to the DADS or AAA numbers. If an organization's original application did not include all home-delivered meals served, TDA can update that number at this time.

Grant Allocation

First Round of Grant Calculations:

Initial funding calculations are based on \$1 per eligible meal.

Funds available for TDA's HDM program are distributed on the same basis as the percentage of a county's senior population to the state as a whole. A county may receive up to, but not more than, their share of funds in the first round. For example:

- Dallas County has 8.8% of the state's senior population. They will be eligible to receive up to 8.8% of the funds (or \$880,000 when TDA awards \$10 million in grants).
- Tom Green County has 0.65% of the state's senior population and they will be eligible to receive up to 0.65% of the funds (or \$65,000 when TDA awards \$10 million in grants).

If the County grant received by your organization is less than \$0.25 per senior, the grant from TDA will be proportionately reduced.

General Grant Process Continued

Grant Allocation Continued

Second Round of Grant Calculations:

If all funds are not distributed in the first round, all awards will be proportionately increased. For example, in 2010 TDA awarded \$9.5 million in grants. Over \$3.7 million was awarded in the first round (\$1 per meal) and the remaining \$5.8 million was used to proportionately increase grants to approximately \$2.5 per eligible meal.

Grant Agreement (Appendix D)

Ideally, Grant Agreements are mailed out before the December holidays and grantees have until mid-January to review, sign and return it partially executed. TDA must have a signed Agreement back before the grant payment can be made. At this time, grantees will know the total grant awarded for their application(s). If for any reason, a grantee decides not to accept the grant please notify a Grants Specialist at this time.

Once TDA receives a partially executed Agreement, a Grants Specialist routes it to the TDA Deputy Commissioner to be fully executed. Two copies of the fully executed Agreement are made, one is sent back to the grantee and the other is kept in the grantee's file in the External Relations Division. The original Agreement is kept in TDA's Financial Services Division.

According to statute, grants must be made by February 1st. However, if TDA has not received a grantee's partially executed Agreement, or is waiting on additional information, this rule does not apply.

Quarterly Reporting (Appendix E)

The HDM program requires each grantee to complete quarterly reports so TDA can ensure grant funds are being spent appropriately. A copy of the HDM Spending Guidelines is provided in Appendix F. The quarterly report form is mailed a month before the due date so each grantee has ample amount of time to complete and return by the deadline.

During the first quarter, only the total grant award and budget information, submitted as Attachment A to the Agreement by the Grantee, are pre-filled in by a Grants Specialist. During quarters 2-4, each previous quarter's information will be automatically filled in and the remaining grant amount will also appear on the form. This is to ensure that a grantee doesn't accidentally report more funds were spent than awarded.

Budget adjustments can be made at any time during the term. Adjustments less than 10% of the total award do not need explanation. Adjustments above 10% of the total award need an explanation. Budget adjustment requests need to be sent via mail or email to the Grants Specialist or Grants Coordinator for approval.

General Grant Process Continued

Quarterly Reporting Continued

Report due dates are as follows (FY 2010 Grant Year):

- June 1, 2011 for the period February 1, 2011 – April 30, 2011.
- September 1, 2011 for the period May 1, 2011 – July 31, 2011.
- December 1, 2011 for the period August 1, 2011 – October 31, 2011.
- March 1, 2012 for the period November 1, 2011 – January 31, 2012.

Extensions

All grant funds should be expended within the grant term, February 1st through January 31st of the following year. If a grantee does not spend 100% of their funds, and there is good cause, an extension may be requested. The grantee must submit a written extension request, with an explanation, to the Grants Coordinator within thirty (30) days prior to the end of the term of agreement. The explanation should demonstrate that the extension is necessary due to unforeseeable circumstances preventing the use of all grant funds. TDA will provide written notice of approval or denial of the grantee's request.

Close Out Process

The close out process occurs two ways, if the term of the agreement expires or if all funds have been expended. Once either of these events occurs, the applicant will be sent a close out letter via mail.

Closeout of a grant does not cancel any requirements for property accountability, records retention or financial accountability. Please always keep copies of invoices, receipts, etc. for monitoring purposes.

HDM Monitoring

Each year, TDA contracts with an outside firm to conduct performance monitoring on selected HDM grantees. The firm completes a risk analysis of all grantees to determine which organizations are selected for an on-site monitoring visit.

Selected grantees are notified of their visit, and what month it will occur, as soon the risk analysis has been completed. The grantee is provided the monitoring instrument and list of documents the firm will need available prior to the visit. Visits typically last only a day or two. If the grantee has any findings, additional action will need to be taken by the grantee and a follow-up visit may also be scheduled, depending on the severity of the finding.

Appendix A

Texans Feeding Texans: Home-Delivered Meal Grant Program

Application



TODD STAPLES, COMMISSIONER

Texans Feeding Texans: Home-Delivered Meal Grant Program

Texas Department of Agriculture (TDA)

Mailing Address: P.O. Box 12847, Austin, Texas 78711

Physical Address: 1700 N. Congress Avenue, Austin, Texas 78701

[FOR TDA USE ONLY]

File No. _____

Date: _____

Ref. File No: _____

ER-201

SECTION A - ORGANIZATION INFORMATION

(1) Full Legal Business Name

(2) DBA 'Doing Business As' Name (if applicable)

(3) Mailing Address

(4) City

(5) County

(6) State

(7) Zip

(8) Physical Address

(9) City

(10) County

(11) State

(12) Zip

(13) Federal Identification Number:
(must be nine (9) digits)

(14) In order to receive this grant, the organization must be a private nonprofit with a volunteer board of directors, exempt from taxation under §501(a) of the Internal Revenue Code of 1986 as described by §501 (c) (3) of that code, or a governmental agency.

Please check one: A private nonprofit organization ☐ A governmental agency ☐

(15) **Grant amount** to be received from the county during the 2011 State Fiscal Year:

SECTION B - CONTACT PERSONNEL

(1) Name of Primary Program Contact *(This person can answer day-to-day questions about the organization.)*

(16) Title (Check One) ☐ Executive Director ☐ Program Administrator ☐ Chief Executive Officer
 ☐ President ☐ Other _____

(17) First Name

(18) Middle Initial

(19) Last Name

(20) E-mail Address

(21) Phone () - Ext.

(22) Fax () -

SECTION B – CONTACT PERSONNEL CONTINUED**(2) Name of Authorized Official** *(This person is authorized to enter into legal agreements.)*(23) Same As Above ☐

(24) Title (Check One)	<input type="checkbox"/> Executive Director	<input type="checkbox"/> Chief Financial Officer	<input type="checkbox"/> Chief Executive Officer
	<input type="checkbox"/> County Judge	<input type="checkbox"/> Other _____	

(25) First Name

(26) Middle Initial

(27) Last Name

(28) E-mail Address

(29) Phone () - Ext.

(30) Fax () -

SECTION C – SERVICE INFORMATION**An organization must submit one application per county.** If the applicant delivers meals in multiple counties, a separate application is required for the meals in each county for which a grant is sought.(31) The **County** in which **home-delivered meals** were delivered(32) **Total number of HOME-DELIVERED meals delivered** to homebound persons 60 years or older and/or disabled in the county stated in Question #31 between September 1, 2009 and August 31, 2010 (regardless of funding source).(33) Does the applicant organization serve **congregate meals** in the county stated in Question #31?☐ Yes ☐ No(33A.) If you answered 'YES' to question #33, please verify, **by initialing on the line provided to the right**, that **no congregate meals** were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A._____ ☐ N/A
Initial Here(34) Does the applicant organization serve **home-delivered meals** in multiple Texas Counties?☐ Yes ☐ No(34A.) If you answered 'YES' to Question #34, please verify, **by initialing on the line provided to the right**, that **only home-delivered meals delivered in the county stated in Question #31** were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A._____ ☐ N/A
Initial Here(34B.) If you answered 'Yes' to Question #32, please list all of the Texas counties in which the organization serves home-delivered meals, **including** those for which you do not intend to apply for TDA grant funds.

SECTION D – CERTIFICATIONS**By signing below, Applicant:**

- (1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge;
- (2) Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application;
- (3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with TDA and/or SAO or its successor in the conduct of the audit or investigation, including allowing TDA and/or SAO to inspect Applicant's premises and providing all records requested;
- (4) Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant's owing any debt to the State of Texas, and if Applicant is an individual, that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guarantee student loan and for failure to pay child support; and
- (5) By submission of this application, Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture, and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded, and those funds will be redistributed to other qualified applicants in accordance with state law and TDA rules.

Applicant further certifies that:

- (1) Applicant is a qualifying governmental agency or nonprofit private organization that is exempt from taxation under §501(a), Internal Revenue Code of 1986, as an organization described by §501(c)(3) of that code, which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in Texas.
- (2) Applicant practices nondiscrimination.
- (3) Applicant has an accounting system or fiscal agent approved by the county where it provides meals and has a system to prevent the duplication of services to clients.
- (4) Applicant has received a grant from the county in which the organization is delivering meals, in accordance with Title 4, Part 1, Subchapter 0, Section 1.953 of the Texas Administrative Code.
- (5) Applicant agrees to use funds received through the home-delivered meal grant program only to supplement or extend existing home-delivered meal services.
- (6) Applicant authorizes TDA to review, verify and authenticate all information provided in this application.
- (7) Applicant understands TDA may request further documentation supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties.
- (8) **Applicant acknowledges, affirms, consents to, and understands that Applicant is solely responsible for calculating and verifying the information contained in sections 33 and 34 of the application, along with the information provided in Attachment A. Applicant acknowledges, affirms, consents to, and understands that if any inaccurate, incorrect, false, or misleading information is supplied in the application, including, without limitation, the information provided in sections 33, 34, and Attachment A, Applicant may be required to refund or pay back a portion or all of the funds awarded pursuant to this Grant.**

Notice of Penalties: The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Contact named in Sec. B (2) (Print):	Signature	Date
		/ /

State of Texas

County of _____

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20____.

Notary Public, State of Texas

Notary's printed name: _____

Notary's commission expires: _____

Chair, Board of Directors (Print)	Signature	Date
		/ /

State of Texas

County of _____

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20____.

Notary Public, State of Texas

Notary's printed name: _____

Notary's commission expires: _____



Texans Feeding Texans: Home-Delivered Meal Grant Program

Attachment A – Meal Number Worksheet

Todd Staples, Commissioner

Applicant Organization: _____

Applicant County: _____

Please indicate, by each funding source, how many **home-delivered meals** the organization delivered* during State FY 2010, September 1, 2009 – August 31, 2010, to eligible clients** in the County for this application.

Month	Title III C-2 Meals (AAA)	Program Income Meals	Title XIX Meals (DADS)	Title XX Meals (DADS)	Locally Funded Meals***	Other Meals****	TOTAL Home- Delivered Meals
Sep-09							
Oct-09							
Nov-09							
Dec-09							
Jan-10							
Feb-10							
Mar-10							
Apr-10							
May-10							
Jun-10							
Jul-10							
Aug-10							
TOTAL	0	0	0	0	0	0	0

*Delivered - Includes a maximum of two attempted, but unsuccessful, meal deliveries per program participant per month.

**Eligible Clients – Homebound persons 60 years of age or older and/or disabled.

***Locally Funded Meals may include meals paid for by fund raising and other private sources, such as United Way.

****Please list Other Meal sources on a separate page, if needed.

Organization Representative

Date

If applicable, please provide TDA with the Region Number (Ex. Region 2) for your AAA and/or DADS Office

Regional AAA Office

Regional DADS Office

(This form is available in a downloadable Excel document on TDA's website at www.TexasAgriculture.gov)

Appendix B

Texans Feeding Texans: Home-Delivered Meal Grant Program

Resolution

RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF _____, (County) TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO _____, (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$ _____ to be used between the _____ of _____, 20____ and the _____ of _____, 20____.

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this _____ day of _____, 20____.

Signature of Authorized Official

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

(This form is available electronically on TDA's website at www.TexasAgriculture.gov)

Appendix C

Texans Feeding Texans: Home-Delivered Meal Grant Program

Meal Number Verification Email

Dear Home-Delivered Meal Grant Applicant:

The Texas Department of Agriculture (TDA) has received a report from the Department of Aging and Disability Services (DADS) regarding the number of meals funded, in whole or in part, by DADS. These include Title III, Title XIX, Title XX and Program Income meals. All of these meals are considered "funded meals." In calculating Home-Delivered Meal Grant Program awards, TDA may only count meals that were not funded. Such unfunded meals are considered "eligible meals."

Please confirm or correct the information below by Friday, December XX, 2011. Please be aware that if the Number of Eligible Meals is 0 or negative, your agency does not qualify for a TDA grant. Responses may be faxed or emailed in order to meet the deadline, provided the original letter follows in the mail. Any requested changes will need to be signed and dated by the authorized official.

If you have questions about your FY 2010 meals that were funded through DADS, you must discuss those meal numbers with DADS and/or your AAA staff. TDA staff cannot help resolve these numbers.

Also, double check your meal records regarding the "Total Number of Meals" you provided on your application. In the instance you are audited, this number will be verified and if it is found to be incorrect that may result in repayment of grant funds. TDA staff does not know how many meals your organization serves.

All meal numbers are for STATE FY 2011 (September 1, 2010 thru August 31, 2011).

Application No. HDM-12-XXX. Applicant Name Applicant County

Total Number of Meals (as provided by applicant): 9396
Meals served to homebound elderly or
disabled, regardless of funding source

Less the Number of DADS funded meals: 7003
(as provided by DADS)
Title III (1733)
Program Income (244)
Title XIX (1011)
Title XX (4015)

Number of Eligible Meals for TDA grant calculation: 2393

If you have questions about the TDA grant process, please contact me directly at (512) 463-6695 or email me at Lindsay.Dickens@TexasAgriculture.gov. **Remember, all issues must be resolved by Friday, December XX, 2011.**

Sincerely,

Lindsay A. Dickens | Grants Specialist, External Relations
Texas Department of Agriculture | 1700 N. Congress Ave. | Austin, Texas 78701
email Lindsay.Dickens@TexasAgriculture.gov | phone 512-463-6695 | fax 888-223-9048

Appendix D

Texans Feeding Texans: Home-Delivered Meal Grant Program

Grant Agreement

**GRANT AGREEMENT
Texas Department of Agriculture
Home-Delivered Meal Grant Program**

I. RECITALS

- 1.1 WHEREAS**, Grantor has established the Home-Delivered Meal Grant Program ("Program") to distribute grant funds to eligible organizations that provide home-delivered meals to Homebound persons who are Elderly and/or have a Disability; and
- 1.2 WHEREAS**, Grantee has applied for a grant from the Program and has met all requirements for receiving the Grant.
- 1.3 NOW, THEREFORE**, in consideration of the mutual promises and consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

II. DEFINITIONS

- 2.1 "Agreement"** means this Grant Agreement and all attachments hereto.
- 2.2 "Department"** means the Texas Department of Agriculture.
- 2.3 "Disability"** means a physical, mental or developmental impairment, temporarily or permanently limiting an individual's capacity to adequately perform one or more essential activities of daily living, which include, but are not limited to, personal and health care, moving around, communicating, and housekeeping.
- 2.4 "Elderly"** means an individual who is 60 years of age or older.
- 2.5 "Grant"** means the funds awarded to Grantee by Grantor, subject to the requirements of this Agreement, Texas Administrative Code Title 4, Part 1, Sections 1.950 et seq. and other Program requirements, in the amount of \$[GRANT AMOUNT] to be used in [COUNTY] County.
- 2.6 "Grantee"** means [APPLICANT], [APPLICANT ADDRESS], [CITY], [STATE] [ZIP CODE].
- 2.7 "Grantor"** means the Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711.
- 2.8 "Grant Coordinator"** means Grantor's representative responsible for coordinating the Program.
- 2.9 "Homebound"** means a person who is unable to leave his or her residence without aid or assistance or whose ability to travel from his or her residence is substantially impaired.
- 2.10 "Program"** means Grantor's Home-Delivered Meal Grant Program.
- 2.11 "Term of Agreement"** is February 1, 2011 through January 31, 2012.

III. GRANTOR AND GRANTEE OBLIGATIONS

- 3.1 Award by Grantor.** Subject to the provisions of this Agreement and Texas Administrative Code Title 4, Part 1, Sections 1.950 et seq., Grantor hereby awards to Grantee the Grant, which Grantee shall use only to supplement and extend existing services related directly to the delivery of meals to Homebound persons that are Elderly and/or have a Disability.
- 3.2 Performance by Grantee.** Grantee shall use Grant in accordance with the terms of this Agreement and Texas Administrative Code Title 4, Part 1, Sections 1.950 et seq.

- 3.3 Grantee's Menu and Substitution Procedure.** Grantee shall have all menus and meal substitution procedures approved by a registered dietician on an annual basis. Grantee shall maintain documentation of such approval.
- 3.4 Grantee Meal Delivery and Temperature Standards and Procedures.** Grantee shall maintain policies to ensure compliance with meal temperature standards and the Program's four-hour delivery requirement at each meal preparation location. Grantee shall also maintain records demonstrating compliance with Grantee's policies. If Grantee does not comply with meal temperature standards and the four-hour delivery requirement due to exceptional circumstances the Grantee should seek written waiver from Grantor as soon as practicable following the occurrence of the exceptional event or circumstances. If Grantee fails to comply with the Program's four-hour delivery requirement, Grantee will be required to implement corrective action, as determined by TDA, prior to applying for future funds.
- 3.5 Food Establishment Permits.** Simultaneously with execution of this Agreement, Grantee must provide Grantor with a copy of its food establishment permit, as issued by the applicable governmental permitting authority, whether that authority is a municipality, county, public health district, or the Texas Department of State Health Services ("DSHS").
- 3.6 Exempt Grantee.** If a grantee claims exemption from the requirement to obtain a food establishment permit, the grantee must provide all necessary documentation to establish entitlement to such exemption, in a form satisfactory to Grantor. Pursuant to 25 TAC §229.372(c) (relating to DSHS permit requirements), only a nonprofit organization is exempt from payment of a permit fee. A "nonprofit organization" is as a civic or fraternal organization, charity, lodge, association, proprietorship or corporation possessing a 501(c) exemption under the Internal Revenue Code; or a religious organization meeting the definition of "church" as defined by the Internal Revenue Service.
- 3.7 Inspection of Exempt Grantees.** If Grantor, in its sole discretion, determines that Grantee is exempt from the requirement to obtain a food establishment permit, Grantee must provide a current inspection report from a kitchen sanitation expert who is approved by the department, that reflects Grantee is in full compliance with the Texas Food Establishment Rules ("TFER") promulgated by DSHS. Such inspection report must have been issued and signed by the kitchen sanitation expert within the 12 month period preceding the date of the award of the Program Grant.
- 3.8 Failure to Obtain a Food Establishment Permit or Comply with TFER.** If it is determined that Grantee failed to obtain a required food establishment permit, or that Grantee failed to comply with TFER, Grantor, at its sole discretion, may exercise the remedies set forth in sections 6.1 and 7.1 of this Agreement, including, without limitation, termination of the Agreement and taking legal action to obtain full reimbursement of the Grant.

IV. GRANTEE'S REPORTING REQUIREMENTS

- 4.1 Budget.** Grantee shall provide a detailed budget for the year, attached hereto as "Attachment A", not to exceed [GRANT AMOUNT] for the Term of the Agreement, signed by the Grantee, using the budget categories by which Grantee shall be submitting Quarterly Report information.
- 4.2 Quarterly Report.** Grantee shall provide to Grantor a quarterly report in a format prescribed by Grantor. The report must track the expenditure of Grant funds in sufficient detail to assure compliance with Program rules. Report due dates are as follows:
- June 1, 2011 for the period February 1, 2011 – April 30, 2011.
 - September 1, 2011 for the period May 1, 2011 – July 31, 2011.
 - December 1, 2011 for the period August 1, 2011 – October 31, 2011.
 - March 1, 2012 for the period November 1, 2011 – January 31, 2012.

- 4.3 Failure to Comply with Reporting Requirements.** Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in the withholding or revocation of a Grant, the refund of Grant funds disbursed, and/or Grantee's ineligibility for future Program funds.
- 4.4 Notice of Failure to Receive County Grant.** Grantee shall promptly notify the Department of any failure to receive or reduction in the amount of the county grant funds required by Texas Administrative Code Title 4, Part 1, Section 1.953 as reported by Grantee in its application for funds under this Program. Failure of Grantee to receive, or reduction in the amount of county grant funds may result in the withholding or revocation of a Grant or require Grantee to refund Grant funds disbursed.
- 4.5 Eligible Meals.** The Grant is based on the number of Eligible Meals served by [APPLICANT]. Eligible Meals are calculated by subtracting the meals funded by the Texas Department of Aging and Disabilities and/or Area Agency on Aging, [DADS FUNDED MEALS], from the total number of meals as delivered by [APPLICANT] in [COUNTY] County between September 1, 2009 and August 31, 2010, [APPLICANT REPORTED MEALS SERVED]. The Grant was calculated on the remaining number, or [ELIGIBLE MEALS] meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to reimburse Grantor the amount of the excess Grant funds received, on terms and conditions as may be set by Grantor.

V. RECORDKEEPING, ACCESS, INSPECTIONS, AUDITS AND INVESTIGATIONS

- 5.1 Access by Grantor and State Auditor's Office.** During the Term of Agreement and for at least three years after termination of the Agreement, Grantee shall allow Grantor and/or the State Auditor's Office access to and the right to examine the premises, books, accounts, records, files and other papers or property belonging to or in use by Grantee and pertaining to this Agreement or the use of funds pursuant to this Agreement, in order to ascertain complete compliance with the provisions of this Agreement and with Program guidelines. Such records shall be maintained by Grantee at a location that is readily accessible to Grantor and/or the State Auditor's Office. Grantor further has the right to make a visual inspection of any assets purchased with Grant funds.
- 5.2 Audits or Investigations by State Auditor's Office.** Grantee understands that acceptance of Grant funds under this Agreement acts as acceptance of the authority of the Department, the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with such funds. Grantee further agrees to cooperate fully with the Department and the State Auditor's Office, or their successors, in the conduct of any audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit the funds received by Grantee is included in any subcontract it awards.
- 5.3 Disallowance of Grant Funds.** Grantee understands and agrees that Grantee shall be liable to the Department for any costs disallowed as a result of any audit, investigation or review.

VI. USE OF GRANT FUNDS

- 6.1 Allowable Expenditures.** Allowable expenditures include, but are not limited to, food costs and related preparation and packaging expenses, gasoline, costs for obtaining any required food establishment permit from the applicable governmental entity or permitting authority, costs for obtaining an inspection report from a kitchen food sanitation expert, if applicable, and other operational costs, but shall not be used for the purchase of capital assets. Grant funds shall not be used for expenditures that are not made in compliance with any applicable State purchasing laws and regulations. Grantee shall not, under any circumstances, use grant funds for alcoholic beverages, entertainment or charitable or political contributions. If requested by Grantor, Grantee must be able to produce proof of payment (stamped paid invoices or receipts) of all allowable expenditures.

- 6.2 Misuse of Grant Funds.** Grantor may require a full or partial refund of the Grant if: (a) Grant funds are misused, (b) Grants funds are used for Ineligible Meals; (c) Grant funds are used in an illegal manner, (d) Grant funds are used for non-allowable expenses, (e) Grantee violates the terms and conditions of this Agreement, or (f) Grantee made any misrepresentations to Grantor in obtaining this Grant. This provision is not exclusive of other grounds for withholding or recouping of funds or any other remedy, civil or criminal, which may be available to Grantor.
- 6.3 No Duplication of Services.** Grant funds shall not be used to duplicate services provided to Grantee's clients. Grantee shall have a system in place to prevent the duplication of services to Grantee's clients.
- 6.4 Availability of State Funds.** This Agreement is subject to the availability of state funds. If such funds become unavailable during the Term of Agreement and Grantor is unable to obtain sufficient funds, this Agreement shall be reduced or terminated.

VII. TERM AND TERMINATION OF THE AGREEMENT

- 7.1 Term and Termination.** Either party may terminate this Agreement before the end of the Term of Agreement, without cause, by delivering a written notice of termination to the other party. Early termination of this Agreement shall not relieve Grantee from the reporting requirements contained in sections IV, V, and VI of this Agreement.
- 7.2 No Reimbursement Upon Termination.** In the event of termination of this Agreement, Grantor shall make no further disbursement of Grant funds to Grantee beyond those already approved at the time of termination, and Grantee specifically waives all rights to any such funds.

VIII. USE AND DISPOSITION OF PROPERTY

- 8.1 Use of Property.** During the Term of Agreement, any property acquired with Grant funds shall be used in accordance with this Agreement, to accomplish the purposes of the Program.
- 8.2 Records of Property.** Grantee shall maintain appropriate records of goods or property purchased with Grant funds and shall develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of such goods or property.

IX. AGREEMENT MODIFICATIONS

- 9.1 Amending Agreement.** Except as provided in paragraph 9.6 below, this Agreement embodies the entire agreement between the parties, and there are no covenants, agreements, representations, warranties or restrictions between the parties other than those specifically set forth herein. Except as provided in paragraph 9.2 below, no modification or amendment to this Agreement is valid unless in writing and signed by the parties.
- 9.2 Notification of Change in Grantee's Address.** Grantee must notify Grantor in writing within 30 days if Grantee's address changes during the Term of Agreement. Failure to submit required notice may be grounds for termination of this Agreement.
- 9.3 Grantor Request for Amendment.** Grantor may amend this Agreement by submitting the requested change to Grantee's Agent in writing. Continued performance hereunder shall be deemed acceptance of such Amendment by Grantee.
- 9.4 Grantee Request for Amendment.** Grantee may request an amendment to the Agreement by submitting the requested change, in writing, to the Grant Coordinator. All requests for an amendment to the Agreement must include a summary of Grantee's home-delivered meal services and a statement explaining the need for the change.
- 9.5 Budgetary Revisions.** The Grantee may make a one time budget revision (not affecting the overall budget amount) without prior approval, during the program year, so long as the revision

does not require an increase or decrease in any budget line item over 10% of the item's approved budget, and so long as the revision does not require any new (not previously approved) budget line items. All other budget revisions will require prior approval. The grantee shall request prior approval for a budget change by submitting a statement explaining the need for the change, specifying the amount, and identifying the expenditure categories affected by the change.

- 9.6 Changes Become Part of Agreement.** Changes approved in accordance with this section IX become a part of this Agreement, superseding all inconsistent provisions.

X. GENERAL TERMS AND CONDITIONS

- 10.1 Delegation to Third-Party.** Grantee is not relieved of its duties and obligations imposed by this Agreement through delegation by Grantee to a third-party.
- 10.2 Agreement Binding.** This Agreement shall be binding on and inure to the benefit of the parties and their officers, administrators, legal representatives, and successors except as otherwise expressly provided herein. Neither party may assign or transfer this Agreement without the written consent of the other party. The parties intend to be legally bound and have executed this Agreement as evidenced by their signatures on the date indicated below. This Agreement is not effective unless and until it has been signed by both parties.
- 10.3 No Creation of Debt.** This Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Section 49 Article III of the Texas Constitution. In compliance with Section 6 Article VIII of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.
- 10.4 Delivery Methods.** Unless specifically provided herein, any notice, tender, or delivery to be given hereunder by any party to another party must be affected by personal delivery in writing or by mailing the same by registered or certified mail, return receipt requested. All notices shall be addressed to the parties at the address stated in the Agreement unless a change of address has been given in the manner provided for in this paragraph.
- 10.5 Authorized Representative.** Each person signing expressly represents that he or she is duly authorized to do so and to bind the party on whose behalf they are signing. All legal documents prepared for Grantee's signature must be executed by an individual with the authority to legally bind Grantee.
- 10.6 Indemnification.** Grantee shall indemnify and hold harmless Grantor, its agents and employees, from any and all claims, demands, and causes of action arising from or related to Grantee's performance under this Agreement, including reasonable attorneys' fees incurred in defending or settling any such claims.
- 10.7 No Employer Relationship.** Grantee and Grantee's employees and agents have no employer-employee relationship with Grantor.
- 10.8 Representations and Warranties of Grantor and Grantee.** Grantor and Grantee each represent and warrant that it has full right and authority to enter into this Agreement and to grant the other party the rights set forth in this Agreement and that all necessary approvals have been obtained. Each party represents and warrants that it is in good standing in all jurisdictions in which it is required to be so qualified for performance of this Agreement, and all necessary certifications, registrations, approvals and licenses have been obtained, and all necessary fees paid.
- 10.9 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. If any legal action is necessary to enforce this Agreement, or for any dispute arising out of the operations or actions contemplated herein, exclusive venue shall lie in the District Courts of Travis County, Texas.

- 10.10 Headings.** Captions and headings of the sections or paragraphs of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.
- 10.11 Severability.** If any part of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable portions that are essential parts of this Agreement.
- 10.12 Waiver.** A waiver by Grantor of any provision hereunder shall not operate as a waiver of any other provision, or continuing waiver of the same provision in the future.
- 10.13 Construction of Agreement.** Both parties hereby agree that they participated in the creation of this Agreement, and the terms hereof are a product of the negotiation between the parties. In the event there is a dispute regarding the meaning of any provision of this Agreement, no provision shall be construed in favor of or against any party's position on the grounds that said Party was the drafter of this Agreement.
- 10.14 Exhibits.** The following instruments are incorporated into this Agreement as attachments:
- Attachment A – Grant Budget
Attachment B – W-9 Form
- 10.15 Uniform Grant Management Standards (UGMS).** In accordance with Texas Government Code §783.007, this Agreement shall comply in all respects with the Uniform Grant Management Standards (UGMS). In the case of any conflicts between UGMS and this Agreement, the UGMS shall control.

XI. TEXAS PUBLIC INFORMATION ACT NOTICE

- 11.1 ALL INFORMATION PROVIDED BY GRANTEE PURSUANT TO THIS AGREEMENT IS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT, TEX. GOV'T CODE. CHAPTER 552, AND MAY BE SUBJECT TO DISCLOSURE TO THE PUBLIC.**

By their signatures below, the parties do hereby agree to the terms of this Agreement.

Texas Department of Agriculture
P.O. Box 12847
Austin, Texas 78711

[APPLICANT]
[APPLICANT ADDRESS]
[CITY], [STATE] [ZIP CODE]

By: _____
Drew DeBerry
Deputy Commissioner

By: _____
[AGENT FOR ORGANIZATION]
[TITLE]

Date: _____

Date: _____

ATTACHMENT A

HOME DELIVERED MEAL GRANT BUDGET

Name of grantee: _«Org»

TDA Application No. _«App_No»

County in which meals are provided: _«County»

Total grant amount: _«TOTAL_GRANT»

Please estimate, to the best of your ability, how TDA Grant funds will be expended.

Expenditure Category	Amount
<i>Personnel</i>	
<i>Food/Meals</i>	
<i>Equipment</i>	
<i>Building Occupancy</i>	
<i>Transportation</i>	
<i>Office Supplies and Services</i>	
<i>Other: Please specify exactly</i>	
<i>a.</i>	
<i>b.</i>	
<i>c.</i>	
<i>d.</i>	
Total Grant Amount	«TOTAL_GRANT»

During the Grant Year, Grantee must demonstrate that TDA grant funds were used to directly supplement or extend existing meal services to homebound persons that are elderly and/or have a disability.

By signing, I certify that the information entered on this form is true and correct to the best of my knowledge.

Signature: _____

Date: _____



STATE AUDIT CERTIFICATION

TODD STAPLES, COMMISSIONER

I certify that (initial the appropriate choice):

_____ The applicant agency currently expends combined state funding of \$500,000 or more in a year and, therefore is required to submit an annual single audit by an independent auditor made in accordance with the Uniform Agreement Management Standards (UGMS).

_____ The applicant agency currently expends \$500,000 or more in state funding in a year for only one state program and, therefore may elect to have a program specific audit conducted in accordance with UGMS.

_____ The applicant agency currently expends combined state funding of less than \$500,000 in a year and therefore is exempt from the Single Audit Act and cannot charge audit costs to a TDA agreement.

Signature _____ Date _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Appendix E

Texans Feeding Texans: Home-Delivered Meal Grant Program

Quarterly Report Form

**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM
QUARTERLY GRANT REPORT**

Name of grantee: «legal business name»

County in which meals are provided: «service county»

The Texans Feeding Texans: Home-Delivered Meal Grant was used as follows (*Please check all categories that apply*):

- ☐ Increase Meals Served
- ☐ Maintain level of service with increased fuel and food costs
- ☐ Update facilities with minor equipment (less than \$5,000 items)
- ☐ Retain employees
- ☐ Other (please explain): _____
- _____

Grantees must demonstrate that TDA grant funds were used to directly supplement or extend existing meal services to homebound persons that are elderly and/or have a disability. Please itemize the amount of TDA grant funds used in each expenditure category. **Do not report all expenditures, only those related to TDA grant funds.** Funds expended should never total more than your TDA grant amount.

Remaining Grant Amount: «grant remaining»

Expenditure Category	Budgeted Amount	Feb.1 – April 30 Amount	May 1 – July 31 Amount	Aug. 1 – Oct. 31 Amount	Nov. 1 – Jan. 31 Amount
Personnel	«Personnel»				
Food/Meals	«Food»				
Equipment	«Equipment»				
Building Occupancy	«Building»				
Transportation	«Transportation»				
Supplies	«Supplies»				
Other	«Other»				
TOTAL	<u>«budget_total»</u>				

If requested by Grantor, Grantee must be able to produce proof of payment (stamped paid invoices or receipts) of all allowable expenditures.

Signature: _____ Date: _____

By signing on the line above, I certify that the information entered on this form is true and correct to the best of my knowledge.

Appendix F

Texans Feeding Texans: Home-Delivered Meal Grant Program

Spending Guidelines



TODD STAPLES, COMMISSIONER

Texans Feeding Texans: Home-Delivered Meal Grant Program Spending Guidelines

As a Texans Feeding Texans: Home-Delivered Meal Grant Program grantee, you are required to maintain appropriate files, records and/or accounts documenting that grant funds were expended only to supplement and extend existing services related directly to delivery of meals to homebound elderly persons and homebound persons with a disability. Quarterly reports must be submitted to the Texas Department of Agriculture (TDA). These reports require each grantee to classify the expenditures in general categories (food/meals, personnel, transportation, small equipment, operational, building/occupancy and other). Organizations that serve meals in multiple counties must submit separate reports for each county.

To assist you in determining whether expenses are allowable, guidelines have been established and will be periodically updated on our website: www.TexasAgriculture.gov.

It is important you realize there are restrictions and limitations on how grant funds may be spent. For reference or clarification about what expenditures are permissible, please refer to these guidelines, the program rules, your grant agreement and the Uniform Grant Management Standards published by the Governor's Office.

If you have specific expense questions not addressed in these guidelines, please contact TDA at (512) 463-6695 or grants@TexasAgriculture.gov.

COMPLIANCE REQUIREMENTS

Allowable Activities:

Expenditures should be directly related to the organization's efforts to supplement and extend the organization's home-delivered meals program. Funds should *NOT* be used to supplant or replace other funding sources.

Allowability of Costs:

To be allowable under state awards, costs must meet the following general criteria:

- a. Be necessary and reasonable for proper and efficient performance of the award.
- b. Be allocable to all appropriate funding sources.

- c. Be authorized or not prohibited under state or local laws or regulations.
- d. Conform to any limitations or exclusions set forth as to the type or amount of cost items.
- e. Be consistent with policies, regulations, and procedures that apply uniformly to both federal or state awards and other activities of the governmental unit.
- f. Be accorded consistent treatment. A cost may not be assigned to a federal or state award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal or state award as an indirect cost.
- g. Be determined in accordance with generally accepted accounting principles.
- h. Not be included as a cost or used to meet cost sharing or matching requirements of any other federal or state award in either the current or prior period, except as specifically provided by law or regulation.
- i. Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant.

Reasonable Costs. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Ask yourself, is the cost of a type that is generally recognized as ordinary and necessary for the operation or the performance of the award.

Allocable Costs. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. A cost "cost objective" means a function, organizational subdivision, contract, grant, or other activity for which cost data are needed and for which costs are incurred.

Program Income:

Interest earned in excess of \$250 per year on grants from purely state sources (such as the Texans Feeding Texans: Home-Delivered Meal Grant Program) is considered program income. Program income may be added to the funds committed to the grant agreement by the state agency and the grantee. The program income shall be used for the purposes and under the conditions of the grant agreement.

Equipment:

TDA grant funds shall not be used for the purchase of capital assets. Capital assets include any equipment valued at \$5,000 or more. TDA funds shall not be used to pay for any portion of a capital expenditure item.

Period of Activity:

Expenditures must be made within the funding year, February 1, 2011 through January 31, 2012.

Examples of allowable expenditures include, but are not limited to, the following items or categories:

- Compensation of employees for the time devoted and identified specifically to the performance of the Texans Feeding Texans: Home-Delivered Meal Grant;
- Travel expenses incurred specifically to carry out this award;
- Food costs and related preparation;
- Packaging;
- Transportation;
- Other operational expenses;
- Rental costs directly related to meal service; and
- Certifications necessary for meal service.

Examples of non-allowable expenditures include, but are not limited to, the following items or categories:

- Out-of-state travel;
- Alcohol;
- Entertainment;
- Fundraising;
- Lobbying or other political expenses;
- Charitable contributions;
- Fines or penalties;
- Capital assets valued at \$5,000 or more;
- Depreciation of capital assets;
- Expenses not attributable to the grant period (e.g.: past due rent, taxes, etc.); and
- In-kind or donated services.

Costs must be allocated to all appropriate funding sources. TDA funds must not be expended for costs that are reimbursed by the Texas Department of Aging and Disabilities or an Area Agency on Aging.

REPORTING REQUIREMENTS

All Grantees submitted budgets with their signed grant agreement(s). The Grantee may make a one time budget revision (not affecting the overall budget amount) without prior approval, during the program year, so long as the revision does not require an increase or decrease in any budget line item over 10% of the item's approved budget, and so long as the revision does not require any new (not previously approved) budget line items. All other budget revisions will require prior approval. The grantee shall request prior approval for a budget change by submitting a statement explaining the need for the

change, specifying the amount, and identifying the expenditure categories affected by the change.

Allowable Categories

Personnel Expenses:

Compensation of employees for the time devoted and identified specifically to the performance of home-delivered meals is allowable. Personnel expenses may include salaries, wages, benefits and other costs associated with personnel. Personnel expenses must be allocated to all appropriate funding sources. For example: If an organization serves 50 percent home-delivered meals and 50 percent congregate meals, then a maximum of 50 percent of the cook's salary or wages can be charged to the TDA grant.

Administrative support salaries may be charged to the TDA grant, but the time charged must be documented as devoted specifically to the performance of home-delivered meals.

Expenses Related to Food and Meals:

This category should be used for all costs associated with a meal including, but not limited to, raw food, consumable/packaging (meal containers or plasticware), prepared food, prepared meals purchased from a commercial kitchen and nutrition supplements.

Small Equipment Expenses:

An organization may not purchase an item over \$5,000 or use funds towards the purchase of an item over \$5,000.

Examples:

- You may not purchase a \$6,000 freezer.
- You may not use \$4,000 of TDA funds towards the purchase of a \$6,000 freezer.
- You may use TDA funds to purchase a freezer for \$4,000.

Small equipment items costing less than \$5,000 may be charged to the TDA grant. This may include, but is not limited to, appliances, computers, kitchen equipment, kitchen racks or other items that are not consumables.

Expenses Related to Building Occupancy:

TDA grant funds may be used to help pay for expenses related to building occupancy including, but not limited to, rent, utilities, building repairs, security or janitorial services. Similar to all other expenditures, building occupancy expenses must be allocated to all appropriate funding sources.

Transportation Expenses:

Expenses directly related to the transportation of home-delivered meals are allowable under the TDA grant program. These expenditures include, but are not limited to, fuel, vehicle maintenance and parts, mileage reimbursement and delivery costs.

Expenses related to the transportation of elderly or disabled individuals to doctor appointments, shopping or congregate meal sites are not allowable.

Operational Expenses:

Pursuant to the Texas Administrative Code, Title 4, Part 1, Chapter 1, Subchapter O, funds may be used for other operational costs. These costs may include, but are not limited to office supplies, disposable items such as toner, pens, and paper products, as well as, advertising expenses, printing, copying, postage and telecommunications.

Other Expenses:

In addition to the expenditure categories listed, additional items may be charged to the TDA grant that directly contribute to the performance of the organization's home-delivered meals program.

Appendix G

Texans Feeding Texans: Home-Delivered Meal Grant Program

Program Rules

TITLE 4 TAC, PART 1
CHAPTER 1, SUBCHAPTER O
HOME - DELIVERED MEAL GRANT PROGRAM RULES

Section 1.950. Purpose.

This subchapter establishes the requirements for eligible organizations to apply for and obtain grant funds to supplement and extend existing services related directly to delivery of meals to Homebound Elderly persons and Homebound persons with a Disability, through the Home-Delivered Meal Grant Program; and establishes the requirements for related nutritional standards, recordkeeping and documentation related to the Program.

Section 1.951. Definitions.

The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise.

- (1) Approved Organization -- An organization that submitted an application under this subchapter that was subsequently approved by the Department.
- (2) Department -- The Texas Department of Agriculture.
- (3) Dietary Consultant -- A registered dietitian who is licensed by the Texas State Board of Examiners of Dietitians; or a person with a baccalaureate degree with major studies in food and nutrition, dietetics, or food service management, who is currently employed as a dietitian or dietary consultant in a hospital, nursing facility, or school, or in private practice.
- (4) Disability -- A physical, mental or developmental impairment, temporarily or permanently limiting an individual's capacity to adequately perform one or more essential activities of daily living, which include, but are not limited to, personal and health care, moving around, communicating, and housekeeping.
- (5) Elderly -- An individual who is 60 years of age or older.
- (6) Fully Funded -- A meal for which home-delivered meal organizations negotiate and sign a contract with the Department of Aging and Disability Services or an area agency on aging, and receive funds, whatever the amount may be, in accordance with applicable state and federal laws and regulations.
- (7) Grantee -- An organization that has received grant funds under this subchapter.
- (8) Home-delivered meal -- Individual sized portions of foods that, in the aggregate, meet 1/3 of the Recommended Dietary Allowance (RDA) of nutrition for adults and the Dietary Guidelines for Americans, or shall adhere to federal meal pattern requirements.
- (9) Homebound -- A person who is unable to leave his or her residence without aid or assistance or whose ability to travel from his or her residence is substantially impaired.
- (10) Organization -- A qualifying governmental agency or nonprofit private organization that is exempt from taxation under Sec. 501(a), Internal Revenue Code of 1986, as an organization described by Sec. 501(c)(3) of that code, which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in this state.
- (11) Program -- The Home-Delivered Meal Grant Program.

- (12) State Fiscal Year -- The period between September 1st of any year and August 31st of the subsequent year.

Section 1.952. Administration of the Program.

- (a) The Department annually shall determine:
- (1) the total amount of money available for grants under this subchapter;
 - (2) the number of residents at least 60 years of age in this state, according to the most recent federal decennial census; and
 - (3) the number of residents at least 60 years of age in each county in this state, according to the most recent federal decennial census.
- (b) Subject to Sec. 1.953 of this title (relating to County Grant Required) and subsection (d) of this section, the Department shall make grants in an amount equal to one dollar for each meal that each Approved Organization delivered to Homebound Elderly persons or persons with a Disability in the county in the preceding State Fiscal Year that was not Fully Funded.
- (c) The Department shall make a grant not later than February 1 of each calendar year to each Approved Organization.
- (d) Except as provided by Sec. 1.953 of this title, and subsections (b) and (f) of this section, grants from the Department to Approved Organizations in a county in a State Fiscal Year may not exceed an amount determined by the following formula: $CR \times (TD/SR)$, where "CR" is the number of residents at least 60 years of age in the county; "TD" is the total amount of money appropriated to the Department for that State Fiscal Year to make grants, less the Department's administrative expenses; and "SR" is the number of residents at least 60 years of age in this state.
- (e) If more than one "Approved Organization" delivers meals in a county, the Department shall reduce the grants proportionally to each qualifying organization in that county so that the total amount of the grants to the organizations does not exceed the amount described by subsection (d) of this section.
- (f) If the total amount of the grants made statewide by the Department under subsection (b) of this section is less than the amount appropriated to fund the program under this section in a State Fiscal Year, the Department shall use the unspent funds to proportionally increase the grants to each Approved Organization.
- (g) The Department may use up to five percent of the appropriated funds for administration of the program.

Section 1.953. County Grant Required.

- (a) Before an Organization may receive a grant from the Department, the county in which the Organization provides meals must make a grant to the Organization. The grant must be for the provision of home-delivered meals to the homebound elderly and disabled in that county.
- (b) A county may make a grant to more than one Organization in the county.
- (c) If the county makes a grant to the Organization in an amount that is less than 25 cents for each person at least 60 years of age who resides in the county, according to the most recent federal decennial census, the maximum amount the Department may provide to Organizations in the county is reduced to an amount in proportion

to the amount by which the county grant is less than 25 cents for each elderly resident.

Section 1.954. Eligibility For Grant.

An Organization is eligible to receive a grant under this subchapter if it:

- (1) administers a home-delivered meal program and is a direct provider of home-delivered meals to Elderly persons and/or persons with a Disability;
- (2) (if a nonprofit private organization) has a volunteer board of directors;
- (3) practices nondiscrimination;
- (4) has an accounting system or fiscal agent approved by the county where it provides meals;
- (5) has a system to prevent the duplication of services to clients;
- (6) has received a grant from the county in which the Organization is delivering meals, in accordance with Section 1.953 of this title (relating to County Grant Required);
- (7) has submitted an application in accordance with Sec. 1.955 of this title (relating to Application); and
- (8) agrees to use funds received under this subchapter only to supplement or extend existing home-delivered meal services.

Section 1.955. Application.

- (a) The application shall be in a form prescribed by the Department, in accordance with this subchapter.
- (b) The application submitted to the Department in accordance with Sec. 1.954 of this title (relating to Eligibility), shall:
 - (1) be notarized and signed by the Organization's executive director and board chair, if applicable;
 - (2) be postmarked not later than November 1;
 - (3) include the following information:
 - (A) the Organization's name and address;
 - (B) the names and titles of the Organization's executive director and board chair, if applicable;
 - (C) the name of the county in relation to which the Organization is applying;
 - (D) the number of residents at least 60 years of age who reside in that county, according to the most recent federal decennial census;
 - (E) the amount of the grant awarded by that county, as required by Sec. 1.954 of this title;
 - (F) the number of meals the Organization delivered to Elderly persons or persons with a Disability in that county during the preceding State Fiscal Year that were not Fully Funded;
 - (G) the Organization's most recent financial statement or audited financial report;
 - (H) a list of the Organization's board and officers;
 - (I) appropriate documentation demonstrating that the Organization:
 - (i) is a qualifying governmental agency or nonprofit private organization;
 - (ii) has been awarded a grant by the county for the provision of home-delivered meals to the homebound elderly and disabled in that county; and

- (iii) has delivered the number of meals reported under subsection (a)(3)(F) of this section; and
- (J) any other information the Department determines necessary.
- (c) An Organization that applies for a grant for meals delivered in more than one county must submit a separate application for each county in which the Organization delivers meals.

Section 1.956. Nutritional Standards.

Each Home-delivered meal to which grant funds are applied shall be approved by a Dietary Consultant. Each meal must meet 1/3 of the recommended dietary allowance (RDA) for adults and the Dietary Guidelines for Americans, or shall adhere to federal meal pattern requirements. The approval must occur and be documented prior to the date the meal is served.

Section 1.957. Compliance with Laws and Regulations.

A Grantee must follow procedures and maintain facilities that comply with all applicable federal, state and local laws and regulations related to fire, health, sanitation, and safety, and obtain all necessary permits. All food preparation, handling, and service activities shall comply with applicable Texas Department of State Health Services rules.

Section 1.958. Service Requirements.

Each Grantee using grant funds received under this subchapter toward the preparation or delivery of a Home-delivered meal must provide such meal in accordance with the service requirements outlined in Title 40 Texas Administrative Code, Sec. 55.27(a) and (c), or other applicable local, state or federal regulations relating to the delivery, transportation, packaging of home-delivered meals, or the handling of undelivered meals.

Section 1.959. Eligibility of Persons Served.

Each Grantee using grant funds received under this subchapter toward the preparation or delivery of a Home-delivered meal must document that persons receiving a meal funded under this subchapter are Homebound Elderly persons or Homebound persons with a Disability as defined in Sec. 1.951 of this title (relating to Definitions).

Section 1.960. Permitted Use of Grant Funds.

The expenditure of grant funds by a Grantee shall be documented and used only to supplement and extend existing services related directly to delivery of meals to Homebound Elderly persons and Homebound persons with a Disability. Permissible expenditures include, but are not limited to, food costs and related preparation and packaging expenses, gasoline, and other operational costs, but shall not be used for the purchase of capital assets.

Section 1.961. Recordkeeping and Record Retention.

- (a) Grantees shall maintain documentation as required by the Department to verify that individuals who receive meals paid for or delivered in part with grant funds received under this subchapter each qualify as a Homebound Elderly person or Homebound person with a Disability. Such documentation may be records already maintained by

eligible organizations that receive federal or state funding, or other documentation maintained in accordance with Program guidelines as may be established by the Department.

- (b) Grantees shall submit reports and documentation as required by the Department to verify that expenditures made are directly related to supplementing and extending existing home-delivered meal services to Homebound Elderly persons and Homebound persons with a Disability, including documentation of the eligibility of persons receiving Home-delivered meals.
- (c) Grantee shall retain all financial records, supporting documents, statistical records, and all other records relating to any grant funds received pursuant to this subchapter and expenditures of funds in conformity with federal and state regulations and generally accepted accounting principles.
- (d) Records described in this section shall be maintained for the retention period in accordance with the records retention schedule established by the Department and approved by the Texas State Library and Archive Commission.
- (d) All of the records described in subsections (a) and (b) of this section shall be maintained indefinitely if audit findings or other disputes or litigation have not been resolved. Grantees with multiple locations may maintain all records at a designated central location (i.e., administrative headquarters) for purposes of this section.

Section 1.962. Access to Grantee Records.

Grantee shall permit the Department and any other authorized governmental entity, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents, including permits, related to grant funds received pursuant to this subchapter.